DECISION OF JUDGE INGRAH!

BDI PEME COURT CHAMBERS JULY 27.—Be fore Justice Me. 1.—The People of the State of New York, for B. Taylor, and Owen W. Brennan, agt. The Mayor, 5. 4., of New York,

and Owen W. Brennau, agt. The Mayor, \$ ___ of New York, B. Bogert and others.

E. Bogert and others.

E. Bogert and others.

E. James B. Talyor and Owen W. Bressmanagt. The Mayor, &c., of New York.

E. S. James B. Talyor and Owen W. Bressmanagt. The Mayor, wortows to sar ASIDE FULL SIMBLE.

Mesers Neyes and McKeson on behalf of Controller. Mesers. Brenson and Dean on behalf of Corpor ation. Mesers. Platt and Edwards for plaintiffs, Taylor and Brennau. Mr. Everts for People.

People.

INFRAMEN, J.—The defendants, the Mayor, &c., of the City of New-York, move to set aside the judgments entered in these cases, and all excentions and proceedings thereon, and all proceedings in the action No. 1, after the order of Jy sice Roosevelt, of 13th July, 1859, and all stipulate as to refor, and subsequent proceedings in the other, actions and for other relief.

These metions of the before me in a translation of the relief.

motions come before me in a twofold aspect. The Controller, under the act of 1858, moves to set under the proceedings upon the allegations of suppressed collasion in ob admire the jedgments, or that they were founded in freed.

tounded in fr cod.

The Coun set for the Cerporation soins in the application on besalf of the city, and asks to have the proceedings cacated and set aside, not only for the same causes a god by the Controller, but for various other grounds, which will be referred to by me hersin.

In the decision of these motions, therefore, it may be

groweds of cellusion and fraud, but the questions which arise as to the powers and authority of the Corporation Comes, and his proceedings in the progress of these

Comes, and his proceedings in the progress of these cases prior to judyment.

The course of proceeding in the first action was certainly not that "d ordinary prosecutions—involving a large, amount of property which depended as to title the process of the controversy representing the State and city; it was not under ordinary circumstances to be expected that the lingation would end without a full examination before the courts as to the matters in controversy, until finally settled by the Court of Appeals; and yet at the present time, as the case is row presented to the Court, the defendants are concluded upon all the matters which have been resed in this cause, without the opportunity of review or of a new trial, as allowed by law.

I prepase to examine first the proceedings of the course are reting upon the authority which he possesses in representing the city, and whether such proceedings and stipulations are binding upon the corporation. Before doing so, however, I will notice some matters which have been urged before me as grounds for granting this motion.

which have been urged before meas grounds for granting this motion.

Our behalf of the city, the Corporation has examined at length the proceedings of the Commissioners of the Land Office in granting the lease of the premises originally to Taylor and Breonan, the lessees, and impugning their motives both on account of the small amount of react to be paid and the haste with which the grant reaction.

In reference to that, it is sufficient to say that, with such proceedings, I have nothing to do on this motion; whether the Commissioners did or did not honestly and faithfully discharge their duties, is a matter between them and the State. If the price received by them for the leave was independent. State, and not the Course the lease was inadequate, the State, and not the Courts, the lease was inadequate. If there was any fraud in making the grant, or if the lease was void as prohib-ited by law, or for any other cause, such matters may be grounds of defense in the action, but are not to be

The State must protect its own rights against its own The State must protect its own rights against its own effects, and it matters nothing to the City of New-York, in resisting claims to this property, that a lease has been given to Taylor and Broman by the Commissioners for a sum far below its value. Such a defense would form no ground for their claim to the possession of the land, if they could shew no title thereto better than the State had, and that title was to be examined and ascertained on the trial of the cause. For this reason, also, I do not deem it within my duty on this motion to examine who had the real title to this property, or whether the State-owned it or the enty. Such questions must necessarily be examined and decided in a more formal and deliberate manner than could be done on the motion, and they have been

use could be done on the motion, and they have been examined and decided when this cause was tried. That decision shall only be reviewed on appeal if there

are no reasons for opening the judgments in the other grounds upon which this motion is based.

I refer in; these remarks to the suggestions which were made before me by most of the counsel, as to the claims urged on both sides as to the right of each to held the second of the counsel.

eld the same. It may become necessary hereafter to inquire as to the authority of the Commissioners in other respects, as to matters involved in the controversy; but of that

as to matters involved in the controversy; but of that I will not speak now.

These views, above expressed, also render it proper for me to add that, in the declaion of these motions, I have nothing to do with the consequences of loss that might follow to the city, if the judgments should be opened, or the gain if the judgments are suffered to stand. I have ne discretion to exercise, and no consideration of policy should influence me in regard to the final results of this litigation. If the judgments should be opened and the result be a loss to the city, of more land or greater damages, the officers who apply for the granting of this motion, I cannot doubt are acting as they deem best calculated to promete the city's interests.

These motions are founded on a more matter of right

see motions are founded on a mere matter of righ if the judgments have been collusively obtained, or if the proceedings by which those judgments have been intered up against the city have been irregular and without authority, the defendants can ask as a matter of right to have them vacated and set aside.

If there has been no such fraud, collusion, or irregular and set as the collusion of irregular and set aside.

If there has been no such fraud, collusion, or irregularity in the proceedings, it is my duty to sustain them, whether I should think the title to be defective or not, or whether in a different form in a review of the proceedings upon the trial the same could be sustained or not. The law has provided a mode of appeal on these questions, and in my judgment they should not be examined in any other. Originally, the Corporation of the City and the tenants of the ground songut to be recovered were made parties defendant to the complaint, the complaint was sustained but the Justice in his opinion.

On domnrer by the defendants to the complaint, the complaint was sustained, but the Justice in his opinion, intimated that the Corporation was improperly made a parry, and that no cause of action existed against the City Corporation for withholding the premises was stated in the complaint. (The People agt. The Mayor, &c., of New-York 28 Barb. 240.)

Upon this decision made in December, 1858, an order was entered requiring all the defendant to answer.

In February succeeding, on a consent signed by the Corporation Counsel and the attorney for the plaintiffs Taylor and Brennan, the action against the city was discontinued and an order duly entered. The costs of the defendants, the Mayor, &c., were also paid.

discontinued and an order duly entered. The costs of the defendants, the Mayor, &c., were also paid. On the 9th of February, the counsel informed the Mayor that such discontinuance had been entered. After the entry of this order, the plaintiffs proceeded in the cause against the tenants and took a judgment against them by default for the possession of the premiers and for the recovery of a large amount of damages.

Upon the discontinuance as to the Corporation com open the discontinuance as to the Corporation coming to the knowledge of the Mayor, he communicated
to the Common Council an application to him from the
tenants, asking to have them protect the tenants in
their possession, and thereupon a resolution was passed
en the Lish of February directing the Corporation
Counsel to appear and defend the tenants in the action,
and to take such other measures as would effectually
protect the interests of the city in the said property,
and the suit affecting the same.

and the suit affecting the same.

After the passage of this resolution of the Common Council, the Corporation Counsel was not substituted as attorney for the tenants until the 25th of May, the day after the judgment had been taken against them by default.

In June, a motion was noticed to have the judgment est aside, the Receiver discharged, the possession re-efored, and the funds in the hands of the Receiver par-dever to the Corporation. On this motion the Corpora-tion Counsel appeared, and in July Mr. Justice Roosetion Counsel appeared, and it shall Mr. Justice Kooseveit granted the motion setting aside all the proceedings restoring the possession of the property to the
city, and ordering the Koceiver to account and pay
aver all moneys received by him, to the Corporation.
This order was entered on 13th July, but instead of
carrying it into effect, a sipulation was entered into in
September ensuing between the Counsel of the Corporation and the attorney of the plaintiffs, that the Corporation should be restored as defendants, that the trial
should be had at the then Circuit, if possible, and concerting to have the cause noticed without issue.
The stipulation also restored the Receivership, left
the moneys in his hands, to abide the final determination of the case, and made all orders theretofore entered to conform thereto. It also contained admissions
seriously affecting the rights of the Corporation.
Within a day or two thereafter the case was tried
before Judge Potter, and a verdict rendered for the
plaintiffs.

An appeal was taken by the attorneys for the plaintion the content and a content and a content of the content of the content of the content of the plaintiffs.

plaintiffs.

An appeal was taken by the atterneys for the plaintiffs and for the defendants, and on the 9th November
the Corporation Connsel agreed to withdraw his appeal on the plaintiff's Counsel stipulating to do the arial within the time allowed by law, which stipulation was carried into effect by the withdrawal of the appeal on behalf of the defendants on the 31st of December, 1859.

The questions which arise on this branch of the mo The questions which arise on this branch of the mo-tion are in regard to the validity of these stipulations, and the authority of the attorney to make them. Under ordinary circumstances, the authority of one attorney is limited to his employment. He is author-ized by his client to do anything necessary to the proper management of the action intrusted to him, whether

hangement in of defense.

He prosecution of defense.

He may agree to a reference, and it has been held in some case that he may even consent to an arbitration.

Holben et al. agt. Parker, 7 436: Gorbam agt. Gale, 7 Cowen, 744; Spaith agt. Troup, 7, C. B. 757; Fave all agt. East Railway C. Dried and L. 54.) It was formerly held that an appearance by an attorney for a party without authority was good leaving the party to his remedy against the attorney for his damages. (Benton agt. Nover, 6 J. R., 296.)

But the rule was long ago modified so as to give relief to the a party. If the attorney was not fully able to

her to the a party, if the atterney was not fully able to respond in damages. And in Denton agt. Noyes, Ch. J., Kent said, he was willing to go free them, and in ever y such case, to let the defendant in to a defense.

ever y such case, to let the defendant in to a defense.

1. Meacham agt. Dudly, 6 Wead., 514 the rule was
set the that the Court would relieve a party if his attornney was not responsible; and it he was able to compensate in danages, the rule still remained. (Adams agt.
Gilbert, 9 Wen., 429. Campbell agt. Bristol, 19 Wend.,
101.) Later than these cases, a stil greater disposition
has prevalled among the judges to relieve a party from
the usuauthorized acts of the attorney. In the English
courts these views as to refleving parties new prevail.

In Bagly agt. Backland, 5 Dowl and Larnd, 115, the
Court say: "We are disposed to lay down a dif-

Court say: "We are disposed to lay down a dif-ferent rule, and to confine the liability of the defendant to cases in which the course of proceedings had given him notice of the action. If the plaintiff, without sev-ing the defendant with process, accept the appearance of an unauthorized attorney for the defendant, he is not wholly free from the imputation of participace, for the

of an unauthorized attorney for the defeadant, he is not wholly free from the imputation of negligence, for the law requires him to give notice to the defeadant by serving the writ, and he has not done so."

But while the Attorney has all the authority necessary for the conduct of the management of the action, and for the collection of the debt, if any, his powers go no further. He has no further or greater authority, even if he thinks it for the benefit of his client. Thus he cannot bind his client to an appeal bond, although the thinks it for his client's interest to appeal. (Exparte Hotbrook, 5 Cowen, 35) He has no right to make a compromise for his client. (Hocker et al. agt. Parker, 7 Cranch, 436; Nolas agt. Jackson, 16 id., Rep. 172.) He cannot release the interest of a witness on Parker, 7 Cranch, 436; Nolas agt. Jackson, 16id., Rep. 472.) He cannot release the interest of a witness on the trial. (Mung agt. Hoase, 11 J. R. 464.) He cannot discharge the debt for a less sum than the amount recovered. (Same agt. Gamage, 1 Pick. 347; Crump agt. Challis, 6 Dowl. & L. 48.) He cannot compromise and discontinue a suit brought for land of his clients, in consideration of a conveyance of parts to him (Filly agt. Miller, 25 P. S. Rep., 264).

He cannot purchase land sold under an execution issued in the cause for the benefit of and as trusted for his client. (Beardsley agt. Root, 11 J. R., 464.) He has no authority to discharge the defendant from entody on any execution without receiving payment. (Simonton agt. Banell, 21 Wendell, 362.)

In Turbune agt. Colton, 2 Stockton R. 21, the Chan-

In Turbune agt. Colton, 2 Stockton R. 21, the Chan-cellor of New-Jersey says: "I think that the Solicitor had not the power to enter into an agreement by which the lien of his client was postponed to a subsequent incumbrance. The authorities are numerous and services incumbrance. The authorities are numerous and very uniform against the authority of an attorney to enter into an argument of this kind, without being authorized. (See also Williams agt. Smith, I Dowl. Pr. Cas. 632; Hubbard agt. Phillips, IS M. & W., 702.)

Cas. 632; Hubbard agt. Phillips, 18 M. & W., 702.)
In Howe agt. Lawrence, 2d Zabriskie, New-Jersey
Rep., p. 99, it was held that such an agreement made
by an attorney or counsel, of matters not necessarily
connected with the conducting of the case, would not

The stipulations in that case were somewhat of the

The stipulations in that case were somewhat of the same character as those in this case, excepting that the intent was to allow another trial instead of preventing any review by the higher Court.

The Chief Justice, in describing the stipulations, says "the stipulations were that all necessary papers should be filled out of time, that all irregularities in the steps taken should be waived, that the same judgment should be entered in the cases as were entered in that." and other provisions were made after judgment was entered; and in expressing his opinion on the validity of the stipulation, he says: "The stipulation to waive the judgment was not an "agreement for the conduct of the cause, it was a "deliberate surrender of his client's rights" a surrender which I consider the counsel "had no power to make, and which if he" had the power, justice would never "permit to be enforced."

Either the agreement must have been entered into the power, justice would never "permit to be enforced." Either the agreement must have been entered into by the counsel of the defendant under some misapprehension of its character, in which event it is not his agreement, or it must have been founded on some corrupt consideration, in which event it is utterly void. The high character of the counsel forbids the imputation of fraud or corruption. The alternative remains that the agreement was entered into under some mistake or misapprehension, and ought not to be enforced by the Courts."

In Pike agt. Emerson, 5 New-Hampshire Rep., p. 393, a contrary opinion seems to have been entertained

393, a contrary opinion seems to have been entertained as to the right of the attorney to stipulate not to bring an appeal, and the Court held that while such a stipulation existed they would grant a motion to dismiss the

But on examination of that case, it appears that the But on examination of that case, it appears that the effect of that decision was that the party must first move to set aside the stipulation if there was any reason why it should not be held valid before be could bring the appeal. The Judge says: "The Court has the power, without" doubt, in case of fraud or mistake, to "relieve a party from the effects of such an agreement, but while the agreement "remains unimpeached, no appeal can be prosecuted."

The rule confirming relief to the client only to cases of the insolvency of the attorney, has nearly if not entirely become obsolete, and the rule adopted to give relief to the party where the act was authorized. In

of the insolvency of the attorney, has nearly if not en-tirely become obsolete, and the rule adopted to give re-lief to the party where the act was authorized. In Sharp agt. The Mayor, &c., Justice Mullin says: "The recent, and in my opinion the more just practice is, for the Court to relieve the client, without reference to the responsibility of the attorney, where a proper case for granting relief is established. There is no justice of granting relief is established. age over another through the neglect or misby parties in perfecting, through the forms of law, the rain of a perity who has employed a negligent or unworthy counsel."

And in 1 New-York Ch. R., p. 544, it is said: "The

law will not permit an attorney, through that relation, to make a contract relative to the property in litiga-tion, to the disadvantage of his client. on, to the disadvantage of his chent.

From these and other cases which might be cited, it

From these and other cases which might be clear, it can easily be seen what the duty and author-ity of the atttorney is. He is vested with all necessary power and authority for the manage-ment of the case intrusted to him, and for carrying into effect the orders and judgments of the Court. If he enters into stipulations pertinent to the matter intrusted to him he can thereby bind his client. If in such matters he acts without special authority, the Court will still enforce his acts against his client the Court will said emore his employment. It in so doing his client is seriously damaged, and he is unable to respond in damages, the Court will relieve the party injured preserving the other party from loss.

But his acts done outside of the matter committed But his acts done outside of the maker commissed to his charge are not binding, and when he undertakes to bind his lient by stipulating as to matters not com-pected with the action, such agreements are not bind-ing. In the present case it can hardly be necessary to ask for evidence that the attorney cannot respond in damages to the city, if the result of these stipulations should describe the city of its property.

should deprive the city of its property.

The value of the property is estimated at millions, and no client should be required to seek for redress to nich an extent solely against his attorney, but should be relieved by the Court from the danger of loss so far

be relieved by the Court from the danger of loss so far as to protect his rights in the action.

In this case the attorney is the Corporation Counsel, elected by the people, and intrusted by statute with the management of the legal business of the city; and the inquiry is pertinent to this case, whether he has any larger powers and authority as such to bind his clients than those connected with the ordinary rela-

tions of attorney and counsel.

By the Amended Charter of the City Laws of 1857, chap, 446, sub, 26, the Law Department is organized, having charge of and conducting all the law business of the Corporation, and of the departments thereof, and all other law business in which the city is interested, where so ordered by the Corporation.

And by the Corporation ordinance organizing this department, p. 124, sub, 9, it is provided that he shall prosecute and defend all actions which may be brought assumed them, Acc. ions of attorney and counsel.

grainst them, A.c.

In neither the Charter or ordinances is any power given other than the charge and conducting of actions.

They give him no right to assume the control of the property or interests of the city beyond that which belongs to any attorney or counsel in the ordinary

belongs to any laterney of management of suits.

The permanency of the office makes no addition to the powers as atterney or counsel.

I am at a loss to see any authority by which without process, and without direction from the Corporation, be can make them parties to suits, either as plaintiffs or defendants, or by which he can deprive them of rights

he can make them parties to suits, either as planting of defendants, or by which he can deprive them of rights vested in them by statete.

The right of appeal is given by law to suitors, and that right cannot, in my judgment, be taken away without their consent. It is not for him to judge as to their interest in submitting to a decision against them. The Common Council, as the Legislature for the city, has alone the right to decide whether they will suform to a decision against them which takes from them a large amount of property; and when the coansel undertook to decide for them, he exceeded his powers, and made a stipulation into which he had no right to enter.

The same remarks apply to the stipulation not to move for a second trial, as provided by the Statute in actions to recover the possession of land. In this re-spect, also, he exceeded his powers, and this stipulation

was without authority.

Throughout the whole argument of this motion, the acts of the Counsel, of the Mayor, and of the Controller. have been referred to by one or other of Counsel, as if their nots bound the city and made the Corporation lia-ble for such acts and for their admissions in matters not

authority vested in either of these officers. In the dis-obarge of the duties belonging to their Departments, they have authority to ac —but neither of them has the power to bring actions without authority, to dispose of the property or rights of the Corporation without au-thority or to make admissions to bind such Corporation, any more than other persons in the employ of the City Government.

any more than other persons in the employ of the Consequences, if it were ever established that any head of a department had the power without authority of the Common Coun il to dispose of city rights and property, either directly or indirectly; and if the head of the law department can at his pleasure rock the Composition a party to a sait, and when a rights and property, either directly or indirectly; and if the head of the law department can at his pleasure make the Corporation a party to a suit, and when a large recovery is had against the city can slipulate that the city shall not have any means of review or redress, he would possess an absolute commol over the city proper y far beyond that possessed even by the Common Council.

Common Council.

It appears to me that he possesses no such power, and that the stipulations so made were unauthorized, and cannot be sustained.

Nor can it be said that the plaintiffs have been misled

and cannot be sustained.

Nor can it be said that the plaintiffs have been misled by any such stipulations. They acted with full knowledge of the facts. It was by their act the Corporation ceased to be defendants, and when the stipulations were entered into they knew, or were bound to know, that they were not necessary in the conducting of the action, and were not within the authority conferred by law on the counsel.

Whatever might be the rule if the opposite counsel supposed the defendants' counsel had authority to make such stipulations, no care can be found where, acting with knowledge that such authority did not exist, or had not been conferred by the party, any Court has ever upheld such stipulations.

Other considerations might be stated why these precedings, by why of stipulation, should not be apheld, so as to deprive the defendants of any rights by way of appeal or new trial, to which they would otherwise be entitled.

From the affidavit of Warburton, it is evident that

From the affidavit of Warburton, it is evident that

Mr Justice Potter throughout acted on the supposition that all the questions of law in the case were to be re-When the motion to dismiss the complaint was made. viewed by the Court. When the motion to dismiss the complaint was made, he denied it, and said: "It is hardly to be expected that a Justice at Circuit should properly dispose of questions of such importance. I think the Court can best discharge its duty by so trying the case as to leave every question in such a condition as to have it reviewed before another Court."

And when the defendants' counsel was submitting to be have their course of the latest their counsel.

And when the defendants' counsel was submitting to the Jury their view as to the title to the property, Justice Potter stopped him, saying: "You may be entirely right, but I have not deemed it so important, except for the purpose of getting the facts before the Jury, which way this Court shall rule the questions of law."

And in regard to the summing up, when the counsal were limited to an hour each, Mr. Justice Potter said: "The facts are very limited to go to the Jury. The main questions will be for the present disposed of by the Court, with the expectation that this is only a preliminary step to the final decision of the case."

The Judge, in his charge to the Jury, repeated these suggestions, and told the Jury that the 'trial was an incipient step, for the purpose of having this action brought to the highest court, so that all the questions to be disposed of may be decided by the Court of Review."

View."

From these statements, made by the learned Justice

From these statements, made by the learned Justice before whom the case was tried, it is apparent throughout that he kept constantly in view the reëxamination of the case in a higner Court, and that his ru ings were rather in such a manner as would permit that Court to decide the case finally, than with a view to its being terminated before him.

Of that right the defendants have been deprived by the stimulations, and they are thus concluded in a case.

Of that right the defendants have been deprived by the stipulations, and they are thus concluded in a case where the Court never ruled as to what was considered the str ct rules of law, but in such a way as to get all the facts in evidence, leaving to the Court time to cor-rect any errors of law which might have been occa-sioned thereby.

Under such circumstances, I think no Court would be warrented in balding the stipulation binding. be warranted in holding the stipulations binding.

Much stress was placed upon the supposed compliance with the opinious expressed by the Judges at different times, in this case, as warranting these stipulations.

different times, in this case, as warranting these stipulations.

The decision by Mr. Justice Sutherland did and subtedly say that the city and the tenants ought not to have been made jointly dependants. (17 Howard, p. 16). In compliance with that decision, the plaintiff applied to dismiss the action, as to the city, and paid their costs. Of this order entered by the plaintiff no complaint is made. But that same opinion as clearly stated that no damages could be recovered in that action against the city, and yet the stipulation afterward made admixed such liability. So, in the opinion delivered by Mr. Justice Roosevelt, he stated that the city had improperly been stricken out as defendants, for want of the consent of the Attorney-General. But Justice Roosevelt probably overlooked the authority of the Attorney-General to Mr. Van Barren to appear for the State, and the statement of the Attorney-General, which was among the papers, that although the action was not commenced by his author-Attorney-General, which was among the papers, that although the action was not commenced by his authority. Mr. Van Buren had acted, and that he had discontinued the action against the city. So far as the Attorney-General was connected with the proceeding, this letter presented sufficient evitence of all the assent on the part of the Attorney-Gene al which he could give, and his assent to the ratification of the act might be implied from the statements so made by him. It was probably these facts that led to the omission in the order as finally settled by the Judge, of everything requiring the Corporation to be made a party. No such order having been made by him, the city was not properly a party. Nor could it with propriety have been made a party in any other way than setting aside the proceedy in any other way than setting aside the proceed party in any other way than setting asaic the processings by which the Corporation was discharged as defendants, and ordering them to demur. No such order was made by the Judge, and I am forced to the conclusion that the act of the counsel in stipulating to put them in as defendants, was unauthorized and cannot be sustained.

Nor can I think that the opinion of Mr. Justice

Rocevelt, that the city should have remained defend ants, was the controlling motive for their restoration as defendants, when the same stipulation abandoned everything which he had ordered to be done, and left the property and funds under the control and possession of the Receiver, in direct violation of the order he has

de in relation thereto. My conclusions therefore are that both stipulations are void, and must be set aside; that the Corporation were improperly made defendants after the order dis-missing them had been entered, and that all subsequent proceedings against them are irregular, and must be set uside.

From the conclusions that I have arrived at upor From the conclusions that I have arrived at upon this branch of the case, it is not necessary that I should examine very minutely the grounds on which the Controller's motion alone would rest, viz: collasion or frand in the claim on which the judgment is founded. I think it proper to say there is no direct evidence of either. If there is any such collusion, it can only be interred from the proceeding after the decision of Judge Roosevelt. That those proceedings were strange and unusual, when so large interests were involved, that the stipulations ought not to have been made, that it was unwise to consent not to have been made, that it was unwise to consent to put in an answer for the city and go to trial within two days, and immediately after the counsel who had been employed in the cause for a long time previously, were discharged and new counsel employed without notice, and without preparation, is very apparent. It would equally need explanation to show why a consent country to the the Convertation liable to occur. sent was given to make the Corporation liable in sition to the decision of Justice Southerland; why the moneys in the hands of the Receiver was kept there, he express violation of the order of Justice Roosevelt; why these proceedings should be insisted upon in oppo-sition to the refusal of the Mayor to have the answar which had been sworn to by bim used in the action; why the appeals should be withdrawn without consulting the Common Council, and why, in like manner, the right of appeal was abandoned, and the right to a new trial under the statute stipulated away.

These all show a state of things operating very harshly upon the interests of the city, with little, if

any, corresponding advantage.

It is contended that the motives for this course of proceeding may have been to save to the city the strip of forty feet which this jury had stricken out of the plaintiff e claim, and it may have been supposed by the connecl that he had a right to judge of such matters b virtue of his office. If these were the motives that led to the making of the stipulations, they would free the case from the charge of collusion and fraud.

Believing, however, as I do, that the course adopted by him was illegal and unauthorized as to the Corpo-ration, and cannot be sustained, it is not necessary that I should say anything further on this branch of the case. The judgment in the second case cannot be sustained if the first is set aside. if the first is set aside.

That was an action of ejectment which should not,

in my judgment, have been refused.

Whether so or not, the Referees found that the judgpent in the action tried before Justice Potter, was c

whether so or not, the Referees found that the jadgment in the action tried before Justice Potter, was conclusive upon them on the question of title.

As the order setting aside that judgment destroys entirely that evidence, I see no propriety in retaining the second judgment. It is based upon proceedings which are set aside, and the Court, on every principle of justice, should set aside this judgment if the first one cannot be surfained.

As to the third judgment the same difficulty exists. The recovery is based entirely on the judgment in the first action as conclusive upon the question of title. Unless the same recovery should again take place, in that or some other action, the whole right to mesne profits fails; and although the questions as to the right of the plaintiffs under the assignment from the Commissioners, and the rule of damages in the action might be reviewed under the appeal taken in this case, still the

whole claim is dependent upon first recovering the property, and establishing the title thereto. If that has failed, there can be no recovery for the means profits until the right of the plaintiffs to the land is sattled.

Upon the questions as to title and damages, I do not deem it necessary to express any opinion at the present

time.

1. An order must be entered declaring both stipula-tions in the first action, of the dutes of 19th September, 1859, and of 9th November, 1859, void, and directing 1859, and of the November, 1859, vol., and them to be set aside.

2. Setting aside all proceedings subsequent to the order of the 15th February, 1859, discontinuing the action as to the corporation, so far as relates to them.

3. Directing the order of Mr. Justice Roosevelt, of 13th July, to be carried into effect, excepting as to the

Receiver.

4. Directing the plaintiffs to refund, and pay over to the Mayor, Aldermen, and Commonalty of the city of New-York, the moneys received by them from the Receiver, nuder the order of 17th November, 1859, in the same manner as the Receiver was directed to pay the

5. The writ of possession must also be set uside, and

some.

5. The writ of possession must also be set aside, and the possession of the land restored to the city, as directed by Judge Roosevelt.

6. If the appeal taken by the plaintiffs from the order of Judge Roosevelt is not still in force, the defendants must stipulate to allow such appeal to stand, so that order can be reviewed.

7. The order will also direct an accounting by the plaintiffs of the moneys received from the land since they have had the possession before John T. Hoffman, eq., a referse appointed therefor, and that the amount found to have been so received, after deducting the expenses of collection, be deposited in the Trust Company to abide the event of the first action, unless the plaintiffs, within 30 lays after the confirmation of the report, give a bond with sufficient surctice, to be approved of by a Justice of this Court, on notice to the Corporation Counsel, to refund either the whole of such moneys, if they shall fail to recover judgment in the first action, or a proportionate amount if they shall recover less than the recovery before Mr. Justice Potter in September last.

The costs in the first action on both sides must abide

September last.
The costs in the first action on both sides must abide

The judgments in the second and third actions are set aside with all proceedings therein subsequent to the order of reference upon payment by the defendants of all costs therein after that order, and with leave to the defendants to apply to vacate the order of reference in those cases, or for such other order in regard to the

The plaintiffs may amend their complaints in either or all of the actions, and serve new complaints in such manner as they may be advised.

BROOKLYN ITEMS.

STEAM FIRE ENGINES .- The Joint Board of Alder men and Supervisors held an adjournment last evening for the purpose of fixing the taxes for 1861. Amons the matters discussed was the amount to be appropri ated for the Fire Departments of the Eastern and Western Districts. A proposition was made by Ald. Jenkii s to strike out \$4,500 for house and lot for Engine No. 6; \$4,500 for house for Hook and Ludder Company No. 2, and \$600 for a new truck for the same company (No. 2), and that \$5,000 be added to the estimate for a new steam fire engine. The two first items were stricken out, but the sum for Hook and Ladder No. 2 was retained. While the utility of steam engines was admitted by those opposed to their introduction, it was urged that they would be of no practicable necessity in this city—that the force of the water was so great that more impelling power was unnecessary—that hand engines had thus fair proved equal to all emergencies, and furthermore, that the time had not yet arrived for the introduction of steam engines.

The friends of the measure (as well as the opponents), in alluding to the destruction of the City Mills, at the foot of Fulton street, some weeks since, stated that the safety of the neighboring railroad buildings was altogether owing to a New-York steam engine, which was present on that occasion. It was also stated that the Company No. 2, and \$600 for a new truck for the same

gether owing to a New-York steam engine, which was present on that occasion. It was also stated that the streams of the hand engines did not reach to the roof of the building, while credit was given to the steam engine for having prevented the destruction of about \$250,000 worth of property. The assertion was likewise made that where but two or three hydrants were used at a fire there was a sufficient force of water, not only to extinguish a small fire but to overflow the building; but in the event of a large fire, where all the hydrants within reach were put into requisition, the building; but in the event of a large fire, where all the hydrants within reach were put into requisition, the force of water would be found insufficient, and greater force would be required to elevate the streams to the requisite hight. Mr. Scholes moved an amendment to the original proposition that \$10,000 be appropriated for two steam engines—one for the Eastern District and the other for the Western District. This was accepted, when Mr. Daniel Green moved that \$15,000 be appropriated for three engines—two for the Western District. A lengthy debate followed, and the motion, being eventually put to vote, was carried by 16 yeas to 15 nays. A member in favor of one engine as an experiment voted against the introduction of three.

increase the appropriation for lighting the streets of the city in 1861 from \$107,500 to \$132,500 was made in the Joint Board last evening. The increased appropriation was carried, but the resolution fixing the whole amount was lost for want of a two-third vote-18 being in favor, and 14 against.

COMMITTED ON THE COMMITTED ON THE CHARGE OF DETAILS.

Three boys named James Walsh, William McClasky and John Holpin, charged with felomeously entering the store of Mr. J. Loekets, in Atlantic street, some weeks since, were examined by Justice Cornwell vesterday, and fully committed for trial As a leged, the accessed belong to a gang of youthful burglars whehave for months past committed numerous depredations. THE POLICE STATION-HOUSES,-In the Joint Board

last evening, the sum of \$5,000 was appropriated to purchase lets in Greenpoint (E. D.), for the erection of a Station-House. The sum of \$3,204 was also voted for the Eighth Ward Station-House, and \$2,500 for furnishing the different Stations.

SENTENCES IN THE COURT OF SESSIONS, -Jeremiah SENTENCES IN THE COURT OF SENTENCE—Jeremiah Lyons and Thomas Conners, inducted for carrying a slung shot, and convicted of avault and battery, were sentenced to pay a line of \$50 each, or to be imprisoned in the Peniteutiary for thirty days. David Kendsil, impleaded with the above, and previously convicted of assault and battery, was sentenced to pay a fine of \$50, or to be imprisoned for fifty days. John Weinseker, Harman Shilling, and Horace Schultz, having pleaded quilty of selling Honor without license, were fined—the first \$25, and the others \$10 each.

ORGAN GRINDERS IN DANGER,-An organ grinder was brought before Justice Cornwell yesterday, on a charge of lolating the ordinances, in parading a monkey, dressed in Louve uniform, white expertaining the residents of Court street with a tune. He was fined #5 for the offense.

NEW-JERSEY ITEMS.

A STEAM-BARGE ON FIRE.-CONSTERNATION OF THE PASSENGERS.-About 61 o'clock last night great excitement was caused in Hoboken by the announce ment that a barge, containing passengers was on fire in the river, and was heading for the shore. It was at first supposed to be an excursion boat, in which event the loss of life would undoabtedly have been very great. It proved to be the steam barge T. C. Durant, Capt. Shoemaker of Coeymans, Albany County, N. Y. She left her dock foot of North Moore street, about 6 o'clock with some fifteen passengers, including six women and some children. Shortly after getting out into the river, a fire was discovered in the after part, under the main deck, near the boiler. The excitement among the passengers became very great, and the female portion ran about the decks screaming and acting in a most frantic manner. In a few moments the flame had made considerable headway, and in less than ten minutes the stern of the boat was enveloped in flames. The captain at once ordered her to be run shore at Hoboken, and they were on their way when the steamboat Schults ran across her bow and attempted to take a line but was unsuccessful.

In the meantime, less excited persons had all they could do to prevent some of the passengers from leaping overboard. The pilot enceeded in running the barge alongside of a dock near the yacht clab house. Some of the firemen were already present, and in a few moments all the passengers, who were clustered together at the bow, were safely landed without accident. The firemen then directed their attention to bat tling the flames, which now raged flercely, and by 71 o clock, had almost extinguished them. The excitement in Hoboken for a while was very intense, and men, women, and children came running from all directions, until several thousand were assembled. There was but little freight on board, nearly all of which was removed. The boat is owned by Messre. Shoemaker & Jennson of Albany County, and is valued at about \$12,000. The loss will probably be about \$5,000, which is covered by insurance. The women, who came ashore without their bonnets or shawls, were kindly cared for by the citizens.

SINKING OF BEHOES HILL,-In consequence of the severe storm on Thursday afternoon, a portion of the

Bergen bill over which is laif the track of the Jersey City and Bergen Railroad settled about ten fest. A large smount of money has been expended in filling in this locality, but, owing to an understrate of quicksand, the difficulty has never as yet been permanently overcome. By an addition of horse-power at that spot until the road is raised, the cars will be enabled to make their regular tripe.

THE ELOPEMENT CASE.—The case of John Dubois charged with eloping with Mrs. Bond. the wife of W. S. Bond of New York, was set down for a hearing before Recorder Tilden of Jersey City, on Thursday afternoon. The complainant not appearing, on motion of defendant's counsel, Mr. Dubois was discharged from bail. Further action will be taken in this case, and a divorce applied for in the Courts of New-York, where the parties reside.

Fire.—I.ate on Thursday evening, the goods in one of the windows of S. R. Tyrell's dry goods store, countr of New-ark avenue and Grove street, were set on fire by the failing of a camphene lamp. The articles consisting of shawls, dress patterns, &c., were damaged to the amount of \$50 or \$60.

STRUCK BY LIGHTNING .- During the storm Thursday afternoon, the masts of two sloops, one lying at the wharf of the Moris Canal, Jersey City, and the other anchored not far off in the stream, were completely shattered by sightning. No other material damage was done.

MARRIED.

MARRIED.

PHELPS—SHEFFIELD—At New Haven, on Thursday, July 26, by the Rev. M. Harwood. William Waiter Pholps of this city, to Ellen, daughter of Joseph E. Sheffield, esg., of New-Haven, Conn.

WILCOXSON—NILES—On Thursday, July 26, by the Right Rev. Mr. Driscoll, M. V. B. Wilcoxson, esq., Assistant District Attorney of fithe United States, to Miss Amelia Rosella Niles, daughter of the Hon. Nathaniel Niles.

DIED.

ANDREWS—In this city, on Thursday July 26, Ida A. Andrews, youngest daughter of John J. and Margaret A. Andrews, aged 1 year, 6 months and 26 days.

BURGYES—In this city, on Wednesday evening, July 25, Mary Burgyes, aged 27 years.

CARR—In this city, on Thursday morning, July 26, after a lingering illness, Mr. S. G. W. Carr, aged 59 years, 6 months and days. and 3 days.

COLLINS --In this city, on Thursday, July 26, Jeremiah Collic of Gouggnes, Bentier Parish, County of Cork, Ireland, in th

of Gouggenes, Bent 60th year of his age 60th year of his age.

DYMOCK—Suddenly, on Friday, July 27, Jessie Nicholson
Dymock, daughter of William and Magraret Dymock, aged 19
years, 6 months and 2 days.

The relatives and friends of the family are respectfully invited to
attend the funeral from the residence of her parents. No. 266
West Forty-third street, on Sunday afternoon at 2 o'clock.

DE FOREST—Suddenly, on Thursday afternoon, July 28, at
his residence, Theodore R. De Forest, in the 51st year of his

age.

His friends are respectfully invited to attend the funeral services on Saturday atternoon at 4 o'clock, at the Reformed Dutch Church, in Twenty-lirst street, near Sixth avenue, without farther notice. The remains will be taken to New Jersey or Monday merning.

Thursday, Lake 26, Sonkie W.

Monday morning.

DODGE-In Brockiyn, on Thursday, July 26, Sophia W., daughter of the late Dr. J. Washington and Caroline Dodge, aged 5 mouths and 12 days.

FRISEIE-At Jacksonville, Tompkins County, N. Y., on Tuesday, July 24, John M. Frisble, in the 47th year of his age.

MEGNIN—In this city, on Thursday, July 25, Catherine Megniu widow of Pierre Megnin, aged 40 years and 6 mouths. McGANN-In Brooklyn, on Thursday, July 26, Mary, younges daughter of Catharine T., widow of the late James McGann. NORTON—On Friday, July 27, John L. Norton, aged 25 years. The funeral services will be held at his late residence, No. 3 Thompson street. His remains will be taken to Milton, Ulste County, for interment, this day.

County for the family, and the first thin street, Dannie, only son of John O'Meara, deceased, of San Francisco, Cal., aged 3 years 7 months and 2 days.

The friends of the family, and also those of his grandfather, Cot. James Donnelly, are respectfully invited to attend the funeral to-day (Saturday) at 27 o'clock p. in.

California papers please copy.

CODEN—In this city, on Thursday afternoon, July 26, after a long and painful illness, John T. Ogden, aged 42 years.

PANSON—Suddenly, on Thursday evening, July 26, Samuel C.

long and painful lilness, John T. Ogden, aged 42 years.

PANSON—Suddenly, on Thursday evening, July 26, Samuel C. Paxon of this city, aged 35 years.

The friends of the family are respectfully invited to attend his funeral on Saturday atternoon at 3 colock, from his late residence, No. 137 East Fifteenth street, without further invitation. His remains will be taken to Greenwood for interment. SNYDER—Suddenly, on Friday, July 27 at Mount Kiece, West chester County, Sarah Snyder, relict of the late John A. Snyder, in the Tat year of her age.

The funeral will take rince from her late residence, No. 23 West Sixteenthistreet, on Sunday afternoon at 25 o'clock. The friends of the smily are requested to attend without further invitation.

SATTERLEE—On Wednesday afternoon, July 25, at Saratogs Springs, Edward R. Satterlee of the City of New-York in the 20th year of his age.

SATTERLEE.—One Wednesday sitemoon, July 25, at Sambous springs, Edward R. Satterlee of the City of New-York in the 20th year of his age.

HOMAS—In this city, on Thursday July 26, after a severe illness, Catherine Reifl, wife of Daniel Thomas, in the 63d year of het age.

TUCKER—At New-Orleans, La., on Wednesday, June 27, Mrs. Maria Louise Tucker, wile of Mr. Phillip C. Tucker, jr., of Calverten, Teras, and second daughter of the late Joseph Waldron of Brooklyn, Long Island, aged 32 years.

FHOMPSON—In this city, on Thursday July 26, Elizabeth, infant daughter of Launcelot and Elizabeth Thompson, uged 4 menths.

VAN ZANDT—At East Haddam, Conn., on Tucsday, July 24, Sarsh A, wife of Thaddeus A. Van Zandt of this city, in the 2th year of her age.

Sarah A, wife of Thaddeus A. Van Zandt of this city, in the Sub year of her age. WAGGONER — At Jersey City, on Wednesday, July 23 Berjamin F., son of Peter and Margaret Ann Waggoner, 200 12 years, 3 months and 27 days.

Mirkets-Carrully Reported for The N. Y. Tribuns.
Friday, July 27, 1869.
ASHES-The market is without much change, the demind fair; sales of 76 bbls. at \$5 12 for Pots and \$5 60 for Pearls.

ETOCK OF ASHES, JULY 27, 1860.
Pots, bbls.
Pots, bbls.
255

ed request, and we have but to note sales to ustic at \$20, cash. FLOUR AND MEAL.—There is more doing in Western and FLOUR AND MEAL.—There is more doing in Western and Fusic at \$20, cash.

FLOUR AND MEAL.—There is more doing in Western and State Flour, but at lower rates for most kinds, and we notice considerable irregularity in the market; a further advance in freights, and more lineral arrivals, adding to the business; superfine State is scarce and figmer; the sales are 17.000 bils. at \$4.902 \$5 for superfine Western: \$5.00 \$5.20 for the low grades of extra do.; \$5.25 \$5 for for superfine State; \$5.100 \$5.25 \$6 for superfine State; \$5.100 \$5.25 \$6 for strade; \$5.25 \$6.85 \$10 for superfine State; \$5.100 \$6.25 \$25 for trade; and \$5.20 \$6.75 for St. Louis extras. Canadian Floor; and \$5.20 \$6.75 for St. Louis extras. Canadian Floor is dull and heavy; the supply is in excess of the demand, more particularly common tennels; the sales are \$4.05 bils. at \$4.900 \$5.500 \$7.50 for Winter do. Southern/Flour is in fair request, and with light receipts prices are sur-sined. We notice the irreturn of the superfinest state of the superfinest state of the superfinest state. The sales are \$1.875 bils. at \$5.20 \$7.50 for Winter do.

Southern/Flour is in fair demand and is steady; the better grades. Bye Flour is in fair demand and is steady; the sales are \$1.25 bils. at \$3.207.84 \$1.50 corn Meals firm and in fair request; sales of \$2.77 bils at \$3.207.84 \$1.50 corn Meals firm and in fair request; sales of \$2.77 bils. at \$3.24 \$4 for Western, \$6.450 \$5.50

sales are 271 bbla at \$3.30.72.\$4 IS. Corn Meal is firm and in fair request; sales of 237 bbla at \$3.40 for Western, \$3.45.0\$5 50 for Jersey, and \$3.00 for Ballimore.

FISH—Dry Cod are latily active, and a shade easier; sales of 2.00 q48. \$5 Goorgas Bank at \$4.25, and 600 do. de., from store, at \$4.375. Blackerel are in light stock and are steady, but the domand is limited; sales of 200 bbla, at \$4.204.\$4 52. for large No. 3 Masanchuretts, and \$6.50 for small do. Pickled Herring are more active; sales of 1,000 bbls at \$2.256 \$0.25 as to quality. Stacked Herring are in limited request at 160 lbc, for No. 1, and 2200 for Good Book at \$2.256 \$0.25 as to quality. Stacked Herring are in limited request at 160 lbc, for No. 1, and 2200 for Good Book at \$2.50 \$0.25 as to good \$0.25 as to good

at 2005a. W B.

GRAIN-There is more doing in Wheat, and the market is still uncettled and irregular: the supply is large, and at the close, with greater trustacts in freights, instinces is restricted greatly. The sates are 3,000 bush. Radine Spring at \$1 17; 2,400 bush. Chicago Spring at \$1 140 ±1 17. 5,700 bush. old Red Western at \$1 25; 1,500 bush. new do. at \$1 25; 2,500 bush. new White Ohio (soft) at \$1 250; 5,700 bush. mew White Ohio (soft) at \$1 25; 5,700 bush. mew Hite Ohio (soft) at \$1 25; 5,700 bush. mew Hite Ohio (soft) at \$1 25; 5,700 bush. mew White Hillson at \$1 25; 5,700 bush. White Enables at \$1 25; 5,700 bush. White Chicago Spring at \$1 35; 5,700 bush. White Shardian at \$1 31; and 1,600 bush. new Red Southern at \$1 250 bush. at \$1 25; 1,700 bush at \$1 25; 1,700 bush at \$10,000 bush. at 30,000 bush. at \$1 25; 1,700 bush at \$10,000 bush. at 30,000 bush. Southern Blackeyed Peas are better and in fair demand; sales of 1,500 bush. good medium at 30,000 bush. at 7,000 bush. at 30,000 bush. at 30,0

HOPS—The demand is fair for home use; sales of 150 bales

HOPS—The demand is fair for home two; sales of 130 bales by at 45 lbc., as to quality.

HAY—The demand is good for shipping, and the supply is moderate; sales of 1,200 bales at 5a030c per 100 fb.

1RON—Scotch Pig is steady and in limited request; sales of 500 times at \$22 300 \$23 for best brands on the spot, and \$21 50 for inferior to arrive. Bars are steady and in moderate request; sales of 100 times common English at \$43, 6 months. Other kinds soil slowly at mechanged prices.

LEATHER—Oak and Hemlook Sole are duit and heavy, and prices are unchanged.

LEATHER—Oak and Hemlock Sole are duil and heavy, and prices are unchanged.

LIME—We learn of sales of 1,300 bbls, common Rockland at 65c, and 1,100 bbls. Lump at 45.10.

MOLASSES is quiet, and the sales are 20 hhds. Texas, on private terms, and 20 bbls. New-Orleans, at 48c.

NALAL STORES—Splitta Turpentine is in better request at steady rates; sales of 1,200 bbls. at 37a25; for merchantable; dip, for shipping, and 30c. for Now-York bbls sales, 50 bbls rejected at 86;c. \$\psi\$ all, for shipping, and 30c. for Now-York bbls sales, 50 bbls rejected at 86;c. \$\psi\$ all, cash. Crude is still duil at \$\$\psi\$ \$\psi\$ 200 lb. Common Rosh is quite languid at \$\$1.45 allows, and \$\$1.50 delivered from yard, with sales of 130 bbls, at the latter rate. The action and time grades are in limited request; asles of 700 bbls. No. 1 at \$\psi\$ 200 lb., and prices nominally the same.

OILS—Liveced is at all at \$\psi\$ 200c. Crude Whale is in good demand, and further sales of 2,000 bbls, have been made at 50c. \$\psi\$

al, cash but most holders ask more money. Crude Spr. 18 in fir request, and prices favor the schier; askes of 1,309 bbls, part at \$1.40, cash a d part at a higher figure. Other descriptions are in limited den and at steady rates.

PROVISIONS—The inquiry for Pork is light, and Mess is easier; other kinds are steady but not active; sales of 250 bbls at \$19 124 for New Mess; \$1 55.26 \$11.50 for Old de, the lutter rate for small lots and \$14.25 for Prime; included in the sales are \$60 bbls. Prime; buyer's option; 90, days on private teros. Beef is in moderate request, and is quite firm; the arrivals are limited; sales of 271 bbls, at \$1.7220 +61 for Country Mess; \$5.500 \$10.50 for Repucked Mess, and \$11.00 \$12.50 for Extra, Prime Mess well and Beef Hams are neglected. Baron is wanted, and is out of market Cut Mests are scarce; small selse of Shoulers at the, and Hams at 112.114c. Lard is firmer and in fair demand; sales of 150 bbls and tex at 132c. Butter is in good demand, both for expect and the house trade, and prices are firm; sales of fair to prime State at 12.05c, and Olio at 12.05c. Cheese less plenty and firm; sales of Ohio at \$200, and State at \$10.10 for the prime State at \$10.00 \$1.00 \$

at 1971D.

RICE is quiet and unchanged, at \$4.600 \$5.9 100 15.

RICE is quiet and unchanged, at \$4.600 \$5.9 100 15.

SIGARS—The market is very firm, and there is not much artisity, the transactions comprise 1,100 hds. Cubs at \$4.2015; 21; horze flavana, at \$6.2016; at 125 hds. Melado, at 56.

SKINS—Gent are dult, but with a reduced stock. Mexican are held with more firmness while other thinds are steady; also of 3,000 Matamoras, to arrive, at 374c., 6 mos. Deer are in botter request at slighty reduced rates; raises of 3,000 in Charges at 375c., cash and 3.60 in Maracotho on private terms.

SPICES—Sales of 100 cases No. 1 Penang Notnegs, on private terms.

SPICES—Sales of 100 cases No. 1 Penang Natmega, on privaty terms

SPELTER is doll and heavy, at 5/25/c. \$\psi\$ 15,6 mos.

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SPEDS—Calcutta Linued centimes doll, but in the absence of sales prices are without particular change.

TOBACCO—Business continued dull; sales of 65 bales Havana at 31/27/c. \$\psi\$ 2 cases 6 ecides? at 5/21/c.; \$\psi\$ do. Forida at 13c: 15 hhds. Kentucky at \$\psi\$ 2/26 at 15 hhdc.; \$\psi\$ do. Forida at 13c: 15 hhds. Kentucky at \$\psi\$ 2/26 at 15/21/c. cash, for Sanca 71 200 slabs at 30c, cash, for Sanca 71 200 slabs at 30c, cash, for Sanca 71 200 slabs at 30c, cash, for Sanca 71 200 heat prices are in limited request at \$\psi\$ 2/26 at 29/c?

TALLOW—The market is steady, the demand moderate; sales of 10,000 in price at 10 cl., cash.

WH3KY—The market is dull but prices are without change; sales of 250 bbls at 20,4720/c.

WHALEBONE is in moderate request at steady rates; sales of 16,000 in Ochotak at 76c, for short, and 30/265c, cash, for good and long quality.

and long quality.
WHALF FOOTS are in moderate request at slightly lower rates for bleached; sades of 23,000 lb at 6]c. for unbleached, and the for bleached, cash.

Receipts of Produce.

Total by all Routes, July 27.—12.655 bbls. Flour, 20 do. Corn Meal, 21,345 do. Oats, 61,185 bush. Wheat, 39,617 do. Cern 284 pkgs. Whisky, 53 do. Provisions, 1,625 do. Lard, 1,78

Passengers Arrived
In steamship Vigo, from Licerpeel—Rev. S. C. Peabody, lady and 2 children, R. Grady, lady and child, H. Cook and ady, N. C. Bradley, Pat McDenoual, Mr. Walker, G. C. Cowen and ady, R. C. South, A. Todd, Ellen Higgins, S. Higgins, Wm. Foserman, Stanburg DeGresey, Gos. Tomoson Charch, G. M. Zumerting, Meedeley Hegdamson, Marr and lady, G. Thorn, W. Heeres, In steamship Matonaus, from Matonios—Mrs. M. Koligit, Mrs. G. Diak and 2 sons, Lucia Fermandez Miss Rira Knight, Miss Jusna Pancorbo, Isabel Barrow, Messra, M. Lovin, Jos. Sanchez Claudio J. Mora, J. J. Palacios, Luis Yzquisado, Chaz. P. Tranb, Thes. J. Gomer, Angueto Calberen, Castoosai Valvey, Rafael Fernandez, Carlos Ruis Faneton Casanaid, Vicense Guenoro, R. M. Rose, Nicolus Sangines, Chas. Hobbert, Armand P. Het, Aquettio Rodm, uez, Thos. Dufley, Revijte Corras, A. W. Williams, J. C. Parker, Sanuel Cowan, Adums Syers, J. M. Allas, Jose Fernandez, A. de Armas, A. Kobbe, John Drake, George Stillman, P. MeGre, E. Hortardo, D. Brunel, Samuel Peters, Antonio Augusto, P. Rodon, Ramon Lopes, G. W. Stone, In bark Escaviana, Irom Nucritas—Messra Jose Hignes, P. Mercuda, Jose Limmi.

In the brig Petro Sonebez Dolz, from Nucritas—Capt. W. W. French, John Camiff, J. Ramez, T. E. Ross.

In brig Occur, from Trinidad, Cuba—Mr. F. Chartler.

MARINE JOURNAL.

PORT OF NEW-YORK JULY 27.

Cleared.

Steamships—Potomac, Watson, Baltimore, H. B. Cromwell & Co.; City of Baltimore (Br.), Petrie, Liverpool, J. G. Dale; Vanderbilt, Lefevre, Havre, D. Torrance; Baltimore, Greene, Aspinwall, Breakspene, Frend & Co.

Ships—Admi al. Biffins Havre, M. Fox & Bro.; Cerro Gordo, York, Portland, Robson & Fosdick; Magdalena, Harsen, London,—; J. Dungan, Carver, Benios Ayres, Walsh, Carver & Chase; Fair Wind, Crowell, San Francisco, R. M. Cooley, Earks—Gem of the See, Pattorson, Malega, Galway, Cassela & Tellen; Tahiti, Merrid, Bordeaux, Srett, Son & Go.

Brigs—D. Boone, ——, Salem, R. P. Buck & Co.; J. Ford, Sweet, St. Kitis, R. P. Buck & Co.; Eromant Sherman, Demosara, J. M. Smith & Co.; Sarah Einzabeth, Raynes, Elizabethport, Brett, Son & Co.; Lady Chapman, Cooper, Gonalves, Rolaer, Mohlenan & Co.; Oupray, Cole, St. John, N. B., P. I. Nevlari, Mangoni, Nichols, Tunks Island, Waish Carver & Chase, Schooners—San.oset, Lawson, Baltimore, —; Transit, Davis, Philadelphia, J. W. McKee; Liverpool, Pear a, Efitheura, —; Levi Rowe, Thomas, Elitheura, —; Levi Rowe, Thomas, Elitheura, —; Levi Rowe, Thomas, Elitheura, —; Althem, Bereston, Lavacca, McCready, Mott & Co.; R. H. Hawley, Pretchett, Plymouth, —

nouth, —. Steamer—Kennebec, Johnson, Philadelphia, F. Perkina Sloop—F. Bruen, Carr, Providence, master.

Steamship Vizo (Br.), Micrhouse, Liverpool July 11. Queeds town May 12, index, and pass, to J. G. Dale, July 25, lat 41, lym 66 spoke, and supplied with provisions, ship Zn.eka 55 day from Sanderland for New-York. Anchored off the Battery st from Sanderland for New-York. Anchored on the Battery #3:48 a.m.
Steamship Locust Point, French, Baltimore, mase, and pass. 44
H. B. Cromwell & Co.

H. B. Cromwell & Co.

Steamship Patapace, Vall, Portland, index. and pass to H. B.

Cromwell & Co. Steamship Patapaso, Vaii, Porlland, mdes. and pass to H. B. Cromwell & Co.
Steamship Monticello, Morley, Alexandria, &c., mdes. and past to H. B. Cromwell & Co.
Steamship Motamas. Liegang. Matamas July 22, mdes. and pass to Mors Bros. Navarro & Co.
Ship Gen. Newoll, Newell, Calcutta left Sand Heads March 16, Cape of Good Hope May 23, passed St. Helena Jane 18, lineed, sugar, &c., to master experienced heavy weather off the Cape of Good Hope, June 1, lat. 29 13 S. Jun. 19 35 E., spoke ship W. F. Schmidt, from Calcutta for Bremen, 24 days out, who reported very heavy weather off the Cape, lost sails and austained considerable damage to her built July 3, lat. 60 N., ion. 33 20, spoke ship Earson (probably the Onward, Jenkins), hence for Hong Kong 24 days out.
Ship Caroline Nesmith, Couzins, New-Orleans 15 days, cotton to Nesmith as d Son.
Bark Ionic, Hutchtuson, Cardenas 15 days, molesses to H. 8. Vining.

Vining.

Bark Flash, Campbell, Vers Cruz July 5, hides to Hargons
Brcs. No date, lat. 24 43, lon. 36 42, spoke ship C. S. Smith,
bound E.

bound E. Bark E. Giddings (of Bucksport), Young, Cardenas July 19, sugar, &c., to R. P. Buck & Co sugar, &c., to R. P. Buck & Co Bark Washington Butcher, Collins, Remedies 8 days, sugar to master; salled in company with brig Wabash for Now-York. Bark John Carver, Pendicton, Turks Island II days, salt to Mc-Call & Frith. Bark Escoriana. Ryder, Nucvitas 3 days, sugar, &c., Mera ros., Navaro & Co. Bark Elius Pike, Hawes, Palermo May 13, fruit, &c., to Draper Davilu - See Disasters.

Bark Elins Pike, Hawes, Palermo May 13, fruit, &c., to Druper & Devlin - See Disasters.

Bork Virginia, Hill, Barbadoes 15 days, segar and molasses and to pass. to Smith, Jones & Co.

Brig Pedro Sambez Dolz, Fickett, Nuevitas July 14, sugar, melado, and molasses to Peck & Church.

Brig Oscar (Hum.), Timm, Trinidad, Cuba, 20 days, sugar to Henand & Bayle v.

Brig T. B. Wathom (of Philadelphia), Ward, Porto Cabello 14 lays, males, &c., to Daisett & Birks. ys, indse., &c., to Daliett & Hiss. Brig Alpha (Br.), Coombs, Windser, N. S., 12 days, plaster to Dewelf.

g William Achine, Wadman, Windsor, N. S., 17 days, place
P. I. Nevina & Son.

g J. D. Jones, Mills, Charleston 4 days, cotton, &c., to D.

olden Murray Brig Enterprise (Br.), Wiseman, Windsor 10 days, lumber to aster. Brig Truxillo, Mulligan, Port-an-Prince 14 days, logwood, &c., to master. Schr. Target (of Brook Haven). Howe, Savannah 4 days, cotton to McCready, Mott & Co.
Schr. Havelock (Br.), Reid, Dorchester 13 days, stone and fish
to P. I. Newins & Son.
Schr. Oswego (Br.), Card, Liugan, C. B., 14 days, con to D. R. Helen Mar, Reed, Eastport 5 days, plaster to John Boyn-

N& Son.
Schr. Lacon, Beers, Boston 3 days, mass. to J. W. McKes.
Schr. W. W. Bramerd, Bowditch, Fort Ewen, coal for Provi-Schr. Susan Moore, Strout, Cherryfield 10 days, lumber to mas-Sehr. H. D. Grindle, Turner, Bangor 7 days, spars to J. Robin-Schr. Eden Herbert, Appleby, Eastport 8 days, plaster to Smith & Bounton mith & Boynton. Schr. Hero (Br.), Crowell, St. John's, P. R., 13 days, sugar to sier. Sehr. Ben, Lynch, Wilmington 4 days, naval stores to E. S.

Powell. Sehr. Mary Ellen, Nicholson, Virginia 2 days, corn to A. C.

Schr. Com. Tucker, Land, Calais 7 days, lumber to Simpson &

Schr. Com. Tucker, Laud, Calais 7 days, lumber to Slimpson & Mayhew, schr. Gilbert Bent (Br.), Howard, Windson, N. S., 10 days, plaster to D. R. Dewolf.
Schr. S. D. Hart, Ward, Elizabethport, coal for Boston, Schr. Eilen Rodman, Kelley, New Bedford 3 days, Schr. Eilen Rodman, Kelley, New Bedford 3 days, Schr. Ribert Palmer, Walker, Baltimore, coal, Schr. Repngal, Hix, Vinalhaven to days, stone, Schr. Hannali E. Chase, Chase, Elizabethport for Providence, Schr. Galedonn, Coch, Bangor is days, lumber to master, Schr. Game Cock, Crowell, Rendont, coal, for Boston, Schr. Gaird, Alin, Resens, Rondont, coal, for Boston, Schr. Carvo, Heidbrook, Bockland & days, lime.
Sloop Rhode Island, Resnigaton, Providence 2 days, Sloop Bristol, Smith, Taunton 2 days, Sloop Bristol, Smith, Taunton 2 days, Sloop Bristol, Smith, Taunton 2 days.

Briggs. Stramer Black Diswood, Jones, Philadelphia, mass. to J. &

N. Briggs. Stramer Westchester, Jones, Providence, indee. and past to Scamer Concord, Norman, Philadelphia, indee. to Loger & Kirkputrick. Steamer Kennebec, Johnson, Philadelphis and Cope May, udse and pass, to F. Perkins. Steamer Wamsetts, Arey, New-Bedford, indee, and pass to J.

Hen.
BrLOW-1 bark
Aleo, Brig P. R. Curtis, from Mateures (was reported selled for

Portland)
Schre, Oriental, Robinson, from Cardenas; Gun Rock.—[All by pilot boat W m. J. Romer.
WIND—During the day, from N. N. W. to N. Ship Nuemero Quatro (Span., No. 4), Salonie, Hayana 8 days, a ballast to master, is anchored at Lower Quarantine.

By Telegraph. HIGHLANDS, July 27, sunset—No vessels in sight, bound in. Wind freeb. F. N. F. Westher cloudy. SANDY HOOK, July 27, annest.—No vessels in sight, bound n. Wind freeb. E. E. N. Westher cloudy.

Ship Frederick, Gebhard, from Liverpool for Melbourne, was wreched near Paratha, June It. Part of cargo saved Ship Albas, from Sanderland for Rio Janeiro, foundered at sea uly 11, lat. 460, lon. 20. Part of crew landed at Nadeira.

Hy telegraph to Elmeod Whiter eas, Sea. B'd Underwritere. The lark Ellas Pike. Hawes, P. lermo May It, arr. at this port. July 27, reports passed Gibraita June 4, in company with 50 ead. July 27, reports passed Gibraita June 4, in company with 50 ead of vessels; June 7, during a gale from N. W., spitt main-top-sell; same time shipped e heavy sea which store starboard bulwarks and filled the cabin; June 23, passed Fayal; July 7, lat. 4612, lon. 57 30, spoke hig. Renewation, from Quebee for Rhields; had heve everbeard deck load, and both pumps going. July 12, lat 46 22, lon. 57 10, spoke shar. Rankla. from Quebee for London; July 13, lat. 44 29, lon. 57 10, spoke schr. Robbin, inking; July 20, lat. 42 20, lon. 68 10, spoke ship Sea Lark, bound eastward; eff. Cape Sable, saw a large quantity of lumber. Disasters, &c.